



**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

Hydrodynamic Industrial Co Ltd,  
Plaintiff,  
v.  
Green Max Distributors Inc et al.,  
Defendant.

Case No. CV 12-05058-ODW (JEMx)

JURY VERDICT

REDACTED BY COURT

1

2 **VERDICT FORM**

3 When answering the following questions and filling out this Verdict Form,  
 4 please follow the directions provided throughout the form. Your answer to each  
 5 question must be unanimous. Some of the questions contain legal terms that are  
 6 defined and explained in detail in the Jury Instructions. Please refer to the Jury  
 7 Instructions if you are unsure about the meaning or usage of any legal term that  
 8 appears in the questions below.

9 We, the jury, unanimously agree to the answers to the following questions  
 10 and return them under the instructions of this court as our verdict in this case.

11

12 **FINDINGS ON PATENT INFRINGEMENT CLAIMS**

13 Defendant Green Max Distributors, Inc. has stipulated that it infringes the  
 14 valid claims of the 6,848,385 patent ("the '385 patent"). The questions below  
 15 regarding infringement should be answered regardless of your findings with  
 16 respect to the validity of the patent.

17

18 **1. Willful Infringement**

19 **Has HYDRODYNAMIC proven with clear and convincing**  
 20 **evidence that GREEN MAX willfully infringed the '385 patent?**

21

22 YES ✓ NO \_\_\_\_\_.

23

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**FINDINGS ON INVALIDITY**

**DEFENSES**

GREEN MAX has asserted claims that the claims of the '385 patent are invalid.

**2. Anticipation**

Has GREEN MAX proven with clear and convincing evidence that the '385 patent are invalid by anticipation?

YES \_\_\_\_\_ NO ☒.

**3. Obviousness**

The ultimate legal conclusion on the obviousness question will be made by the Court. To aid the Court, however, you are asked to deliver an advisory opinion as to obviousness.

Has GREEN MAX proven with clear and convincing evidence that the '385 patent are invalid by obviousness?

YES \_\_\_\_\_ NO ☒.

If the answer to No. 3 is yes, please proceed to No. 6. If the answer is no, please proceed to No. 4 regardless of your answer to No. 3.

**FINDINGS ON DAMAGES FOR INFRINGEMENT  
OF THE '385 PATENT  
(IF APPLICABLE)**

4. What are Hydrodynamic's damages based on Lost Profit?

\$ 0.00

5. For those infringing sales for which Hydrodynamic has not proved it is entitled to lost profits, what is the reasonable royalty due to Hydrodynamic?

a) Ongoing royalty payment of \$ 45,567<sup>00</sup> (based on royalty rate of 30 % of \$ 151,890<sup>00</sup>); or

b) One-time payment of \$ \_\_\_\_\_ for the life of the patent (expires October 25, 2022).

**FINDINGS ON COPYRIGHT INFRINGEMENT CLAIM**

Defendant Green Max Distributors, Inc. has stipulated that Hydrodynamic is the owner of the copyright.

6. Has Hydrodynamic proven that it is more probably true than not true that Green Max copied the original elements of Hydrodynamic's copyrighted work?

Yes ☒ No ☐

1 7. Has HYDRODYNAMIC proven with clear and convincing evidence  
2 that GREEN MAX willfully infringed the copyright?

3 Yes ✓ No       

4  
5 **FINDINGS ON COPYRIGHT DAMAGES**  
6 **(IF APPLICABLE)**

7 Answer this only if there is a finding of copyright infringement.

8 8. Damages based on Hydrodynamic's Actual Damage.

9 \$ 0.00

11 9. Damages based on Green Max's Profit.

12 \$ 0.00

14 You have now reached the end of the verdict form and should review it to  
15 ensure it accurately reflects your unanimous determinations. The Presiding Juror  
16 should then sign and date the verdict form in the spaces below and notify the  
17 Security Guard that you have reached a verdict. The Presiding Juror should retain  
18 possession of the verdict form and bring it when the jury is brought back into the  
19 courtroom.

20 11/8/2013

21 Date:

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SIGNATURE